



SBC Wisconsin  
722 N. Broadway  
Floor 13  
Milwaukee, WI 53202

May 3, 2005

Ms. Christy Zehner  
Secretary to the Commission  
Public Service Commission of Wisconsin  
P.O. Box 7854  
Madison, Wisconsin 53707-7854

Re: Application for Approval of a Name Change Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin<sup>1</sup>, and XO Communications Services, Inc.

Dear Ms. Zehner:

Wisconsin Bell, Inc. d/b/a SBC Wisconsin and XO Communications Services, Inc. hereby Request approval, pursuant to 47 U.S.C. 252, of a Name Change Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin<sup>2</sup>, and XO Communications Services, Inc.

I have been authorized by XO Communications Services, Inc. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

XO Communications Services, Inc.  
Gegi Leeger  
Director Regulatory Contracts  
11111 Sunset Hills Road  
Reston, VA 20190  
Tel: 703-547-2109  
Fax: 703-547-2300

Very Truly Yours,

Joan Schoenberger

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<sup>1</sup> Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

<sup>2</sup> Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN  
AND  
XO COMMUNICATIONS SERVICES, INC.**

This Amendment to the Interconnection Agreement (the "Amendment") is entered into by and between Wisconsin Bell, Inc.<sup>1</sup> d/b/a SBC Wisconsin ("SBC Wisconsin") and XO Communications Services, Inc. (f/k/a XO Wisconsin, Inc.), with its principal offices at 11111 Sunset Hills Road, Reston, Virginia 20190 ("XO Communications Services, Inc.").

WHEREAS, SBC Wisconsin and XO Wisconsin, Inc. are parties to an interconnection agreement which may be amended by both parties in writing (the "Agreement");

WHEREAS, XO Wisconsin, Inc. has changed its name to XO Communications Services, Inc. and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Wisconsin and XO Communications Services, Inc. hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "XO Wisconsin, Inc." to "XO Communications Services, Inc."
2. SBC Wisconsin shall reflect the name change from "XO Wisconsin, Inc." to "XO Communications Services, Inc." on all BANs (Billing Account Numbers) for each of the accounts previously billed to XO Wisconsin, Inc. pursuant to the Agreement ("Name Change"). SBC Wisconsin shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC Wisconsin's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. This change will allow XO Communications Services, Inc. to continue to order any services under all of the ACNA/OCNs, BANs, and CLLI codes associated with the accounts formerly billed to XO Wisconsin, Inc., provided, however, that XO Communications Services, Inc. is responsible for the ordering of any services under an account using the ACNA/OCNs and CLLI codes formerly associated with that account. Without limiting the foregoing, XO Communications Services, Inc. affirms, represents, and warrants that the ACNA/OCNs for the accounts formerly billed to XO Wisconsin, Inc. for those accounts and the services and items provided and/or billed thereunder or under the Agreement shall not change from the ACNA/OCNs previously used by XO Wisconsin, Inc.
3. XO Communications Services, Inc. shall pay an amount of \$40,000.00 for the Name Change as set forth in para. 4. This amount reflects the aggregate charges for the Name Change on a multistate basis and includes the charge for the State of Wisconsin.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
6. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in

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<sup>1</sup> Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell"), is a wholly-owned subsidiary of Ameritech Corporation and now operates under the name "SBC Wisconsin" pursuant to an assumed name filing with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications Inc.

the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), provided, however, to the extent CLEC has entered into a 13-state reciprocal compensation amendment, nothing in this paragraph is intended or should be construed as modifying or superseding the rates, terms and conditions in the Parties' Further Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Superseding Amendment"), in which the Parties waived certain rights they may have under the Intervening/Change in Law provisions(s) in the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are the subject of the Superseding Amendment for the period from December 31, 2004 through December 31, 2005.

7. The effective date of this Amendment shall be immediate upon approval of this Amendment by the PSCW under Section 252(e) of the Act or, absent such PSCW approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date").

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

**XO Communications Services, Inc.**

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC  
Operations, Inc., its authorized agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ACNA FORMERLY USED BY XO WISCONSIN, INC. \_\_\_\_\_**

**RESALE OCN# FORMERLY USED BY XO WISCONSIN, INC. \_\_\_\_\_**

**FACILITIES-BASED OCN # FORMERLY USED BY XO WISCONSIN, INC. \_\_\_\_\_**

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

XO Communications Services, Inc.

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC  
Operations, Inc., its authorized agent

By: 

By: 

Name: **Heather B. Gold**

Name: **Mike Auinbauh**

**SVP-Government Relations**  
**XO Communications, Inc.**

(Print or Type)

Title: \_\_\_\_\_

Title: **AVP-Local Interconnection Marketing**

(Print or Type)

Date: 4/26/05

Date: **APR 29 2005**

ACNA FORMERLY USED BY XO WISCONSIN, INC. 796

RESALE OCN# FORMERLY USED BY XO WISCONSIN, INC. 2796

FACILITIES-BASED OCN # FORMERLY USED BY XO WISCONSIN, INC. 4126